

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

NICOLE JENNINGS WADE,
JONATHAN D. GRUNBERG, and
G. TAYLOR WILSON,

Plaintiffs,

v.

L. LIN WOOD,

Defendant.

Case No. 1:22-cv-1073-MLB

DECLARATION OF JONATHAN D. GRUNBERG

I, Jonathan D. Grunberg, declare as follows:

1. I am one of the plaintiffs in this action. I have personal knowledge of the facts set forth in this declaration, am over 18 years of age, and am otherwise competent to make this declaration.

2. I submit this declaration in support of Plaintiffs' Motion for Partial Summary Judgment. More specifically, I am submitting this declaration to provide further support to the declarations of Taylor and Nicole being submitted with this motion to include certain communications I alone received from Lin.

3. I have never extorted Lin Wood or attempted to extort him. I have at all times attempted to professionally and responsibly respond to Lin's actions and

their consequences for my life. I have never attempted to gain any leverage on Lin regarding claims of his mental health or his relationship with his children. I am not aware of any such action or communication from my partners Nicole Wade and Taylor Wilson.

4. For many months between leaving his firm on February 14, 2020, and filing suit against him on August 31, 2020, I did everything I knew to do to resolve our claims fairly and privately so as to avoid any public discussion about Lin, other than simply allowing him to pay me no compensation for the vast work I did and evade responsibility for his other actions. Lin Wood accused me and my partners of unspecified crimes at all times from our departure from the law firm, through the negotiation of our Settlement Agreement and even after the Fulton County Superior Court issued its Interlocutory Injunction.

5. On February 15, 2020, at approximately 2:06 p.m., I received a voicemail from Defendant Lin Wood ("Lin") stating, in part, "I would come down on you like Hell on Earth. But I love Lauren and I love your children. The hope you got is now in your hands about their future. You can either write me an email in 15 minutes and admit involvement because [redacted] lost his job and his new job's gone. He's going to federal prison. I don't need for anybody else to do that too. I wanna help you, but you got to start being honest. Goodbye."

6. On February 17, 2020, at approximately 7:27 a.m., I received a voicemail from Lin stating, in part, "...Jonathan Grunberg, you sorry, slimy piece of shit. How do you look at those babies? I've got it all. I know what y'all been doing, but here's your problem. You've teamed up with [redacted], he's going to federal penitentiary. I'm afraid y'all need criminal defense. In fact, I know ... the FBI is going to be knocking on your door, Jonathan. You need to go get a criminal defense lawyer. Somebody in that damn former piece of shit firm I had better get on the phone and tell me the damn truth so I can tell the FBI that at least somebody is going to be good to them and cooperate.... You're not going to get one thin dime from me about anything.... Man, oh man, you're glad you're not with me right now in an elevator, buddy. You're damn lucky, I'm that mad.... That's how serious it is you little fucker. You look in the mirror and you're going to see a Chilean Jewish fucking crook. Good-bye Jonathan. You better get somebody to come over and tell me the truth. It's coming out the hard way, buddy. It's coming out the hard way. What did you do ... you sorry bastard."

7. I have never threatened Lin Wood with anything other than to sue him for his various breaches of contract and other tortious conduct toward me.

8. I have only ever demanded reasonable (in fact I think discounted) compensation for the work I performed for Lin, his firm, and our clients, and for the unconscionable harm I believe Lin has caused me.

9. As we made our demand for \$1.25 Million in August 2020, I believed we were making an offer of resolution that was far less than the value of our claims as this demand included multiple claims as well as a buy out of all amounts Lin was obligated to pay under the March 17, 2020 Settlement Agreement.

10. As I believed then and Lin testified to in this action, Lin “was kind of playing with them [Nicole, Taylor, and me]” with respect to our February 17, 2020, agreement and Lin “was not actually of the mind to give them a dime at that time.” (Wood Dep. 58:24, 59:4-6, 165:19-20).

11. At the time that Nicole, Taylor, and I made our settlement demand of \$1.25 Million for which Lin accuses of extortion, and even more so now, I believe that we were significantly undervaluing our claims and the likely result of litigation.

12. In fact, I think Nicole, Taylor, and I made significant financial concessions during all negotiations, that neither the law nor the facts supported, specifically in order to avoid this and related litigation, and we made those concessions while Lin was threatening us with criminal prosecution for crimes we

did not commit, with disbarment, with financial ruin, and by harming us in the court of public opinion.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing testimony is true and correct to the best of my personal knowledge.

Executed this 17th day of April, 2023, in Atlanta, Georgia.



Jonathan D. Grunberg